legal profession need not be exclusive forever. On the other hand, the court has a duty to perform to the suitors of the court and the profession of the law to take care that those who are readmitted to it are persons on whose integrity and honour reliance may be placed. The court should also, in the public interest, on all the material before it be satisfied that the applicant is not likely to repeat the same offence or any other offence of a similar nature in the discharge of his professional duties before restoring him to the Roll.

In the present case the applicant was admitted as an advocate and solicitor in October 1968 at the age of 22. He set up a practice on his own in August 1970. The offences which resulted in his name being struck off the Roll were committed between March 1972 and October 1972. He was then a young man of 26 and had practised on his own for less than two years. After he was struck off the Roll here in November 1974 he continued to practise in Malaysia until November 1979 having been permitted to practise there even though the Bar Council of Malaysia were aware that he had been disbarred here. In those five practising years in Malaysia there has been no complaint which would warrant disciplinary proceedings against him and from the affidavits of practising advocates and solicitors in Malaysia he had conducted himself honourably. Although it is now nearly nine years since his name has been struck off the Roll, he has been effectively unable to practise his profession for only three and a half years.

In our opinion, having regard to all the material now before us, the application is premature and should not be allowed and accordingly it is dismissed. We make no order as to costs.

Application dismissed.

Solicitors: *T.Q. Lim & Co.; Drew & Napier.*

TAN CHEE HOE & ANOR. v. RAM JETHMAL PUNJABI

[O.C.J. (Wee Chong Jin C.J.) April 14, 1983]

[Singapore – Originating Summons No. 385 of 1982]

Land Law – Option to purchase property – Acceptance Copy signed with additional words "who will then hold the same as stakeholders" after solicitors name – Whether this amounted to fresh term and material variation of offer – Whether counter offer or unqualified acceptance on purchasers' part.

Contract – Option to purchase –. Additional words in Acceptance copy amounting to variation of offer – Contract not binding on vendor – Option money forfeited.

The respondent in this case sought to sell his property at Unit 09-02 Parkway Mansion, Singapore. Through a real estate agent, he gave an option to the applications. The applicants purported to accept the offer contained in the option by signing the Acceptance Copy and through their solicitors delivered the same together with a cheque for $44,000 to the respondent's named solicitors. However, on the advice of their solicitors the words "who will then hold the same as stakeholders" were added after the words "Advani Hoo Morris & Kumar" (the name of the solicitors firm) on the signed Acceptance Copy. The respondent contended that there was no binding contract as the applicants had varied their offer by the addition of the words "who will then hold the same as stakeholders". Accordingly they sought to forfeit the option money paid by the applicants.

Held: the addition of the words "who will hold the same as stakeholders" introduced a fresh term by the applicants, the grantees of the option. It was a material variation of the offer and it amounted to a counter-offer on the part of the applicants which was not accepted by the respondent.

Cases referred to:

(1) *United Dominions Trust (Commercial) Ltd.* v. *Eagle Aircraft Services Ltd.* [1968] 1 All E.R. 104, 107.

CIVIL SUIT.

Hee Soo Yin (Miss) for the applicants.

Wee Beng Choo (Miss) for the respondents.

Cur. Adv. Vult.

Wee Chong Jin C.J.: The respondent owned a property known as Unit 09-02, Parkway Mansion, Singapore. He was minded to sell it and through a real estate agent he gave an option to the applicants. The material provisions of the option read as follows:–

"In consideration of Dollars Elevan Thousand ($11,000-00) as Option Money, I Ram Jethmal Punjabi the undersigned owner of the above property, hereby make the following offer which remains open for acceptance in the manner hereinafter stated below.

I hereby offer to sell to You or Your Nominees who accepts this offer in the manner hereinafter provided the above described property upon the terms as under. This offer may be accepted by the Purchaser signing at the foot of this Option marked 'ACCEPTANCE COPY' and delivering the same duly signed together with a DEPOSIT of 10% of the Purchase Price to my Solicitors, ADVANI HOO MORRIS & KUMAR who are authorised to acknowledge receipt of this deposit before the expiry of this Option.

TERMS OF SALE

1. The sale price shall be Singapore Dollars Five hundred and Fifty thousand ($550,000).

6. This Option will be valid until 4.00 pm on April 12, 1982. If the option is not exercised by the expiry date, the Option Money of Dollars Eleven Thousand ($11,000-00) shall be forfeited.

7. The Option Money herein shall form part of the purchase price."

The applicants purported to accept the offer contained in the option by signing the Acceptance Copy and through their solicitors delivered the same together with a cheque for $44,000/– to the respondent's named solicitors. However, on the advice of their solicitors the words "who will then hold the same as stakeholders" were added after the words "ADVANI HOO MORRIS & KUMAR" on the signed Acceptance Copy.

The applicants' solicitors in their letter dated April 12, 1982 to the respondent's solicitors enclosing the signed Acceptance Copy also stated as follows:–

"Enclosed is the Acceptance Copy duly signed by our clients together with their UOB cheque No. 738995 drawn in your favour for $44,000 being the balance of the 10% deposit, the same is to be held by you as stakeholders."

The respondent took the stand that there was no binding contract as the applicants had varied their offer by the addition of the words "who will then hold the same as stakeholders." Accordingly, the respondent claimed to be entitled to forfeit the option money of $11,000/– paid by the applicants.

The only issue that I am called upon to decide is whether or not there was an unqualified acceptance by the applicants of the respondent's offer to sell the property in question.

It is settled law that an option of the kind before the court is an offer to sell, irrevocable for a stated period, made by the grantor, which the grantee is entitled to convert into a concluded contract of purchase on complying with the conditions on which the option is made exercisable in any particular case (see Vol. 42 *Halsbury* 4th Ed. para. 25). Lord Denning, M.R. in *United Dominions Trust (Commercial) Ltd.* v. *Eagle Aircraft Services Ltd.*[1] speaking of options to purchase real or personal property or to renew a lease, said:–

"In point of legal analysis, the grant of an option in such cases is an irrevocable offer (being supported by consideration so that it cannot be revoked). In order to be turned into a binding contract, the offer must be accepted in exact compliance with its terms. The acceptance must correspond with the offer."

It is plain that the addition of the words "who will hold the same as stakeholders" introduced a fresh term by the applicants, the grantees of the option. It was a material variation of the offer and it amounted to a counter offer on the part of the applicants which was not accepted by the respondent. As is said in Vol. 8 *Halsbury's* Laws of England, 3rd Ed. at page 75:–

"In order to constitute acceptance the assent to the terms of an offer must be absolute and unqualified ... If the acceptance is conditional, or any fresh term is introduced by the person to whom the offer is made, his expression of assent amounts to a counter-offer, which in turn requires to be accepted by the person who made the original offer."

In my judgment there was no unqualified acceptance of the respondent's offer to sell the property in question. The applicants must pay the costs of the Originating Summons.

Order accordingly.

Solicitors: *Lim Khiap Khee & Co,; Advani, Hoo, Morris & Kumar.*